

|   |                                       |                             |  |   |          |   |            |
|---|---------------------------------------|-----------------------------|--|---|----------|---|------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>   |                                       |                             |  | 1. REQUESTION NUMBER<br>4200482442  |          | PAGE OF<br>1 11   |            |
| 2. CONTRACT NO.   |                                       | 3. AWARD/<br>EFFECTIVE DATE |  | 4. ORDER NUMBER   |          | 5. SOLICITATION NUMBER<br>NNS13482442R  |            |
| 7. <b>FOR SOLICITATION<br/>INFORMATION CALL:</b>  |                                       | a. NAME<br>GEORGE PICCOLO   |  | b. TELEPHONE NUMBER<br>228.688.1879   |          | 8. OFFER DUE DATE/LOCAL TIME<br>08/09/2013 1630 CS  |            |
| 9. ISSUED BY  |                                       | CODE SSC                    |  | 10. THIS ACQUISITION IS   |          | <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) |            |
| NASA/Stennis Space Center<br>Office of Procurement<br>Attn: George Piccolo<br>Building 1100 Room 251C<br>Stennis Space Center MS 39529-6000   |                                       |                             |  |   |          | NAICS: 332911<br>SIZE STANDARD: 500   |            |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |                                       | 12. DISCOUNT TERMS          |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |          | 13b. RATING   |            |
|   |                                       |                             |  |   |          | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP   |            |
| 15. DELIVER TO  |                                       | CODE SSC                    |  | 16. ADMINISTERED BY   |          | CODE SSC  |            |
| NASA/Stennis Space Center<br>Stennis Space Center MS 39529-6000   |                                       |                             |  | NASA/Stennis Space Center<br>Office of Procurement<br>Attn: George Piccolo<br>Building 1100 Room 251C<br>Stennis Space Center MS 39529-6000 |          |   |            |
| 17a. CONTRACTOR/<br>OFFEROR   |                                       | CODE                        |  | 18a. PAYMENT WILL BE MADE BY  |          | CODE  |            |
|   |                                       |                             |  |   |          |   |            |
| DUNS#:<br>TELEPHONE NO.<br>CAGE#:   |                                       |                             |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM                      |          |   |            |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |                                       |                             |  |   |          |   |            |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES     |                             |  | 21. QUANTITY  | 22. UNIT | 23. UNIT PRICE  | 24. AMOUNT |
| 001   | 24" HPIW Butterfly Valves with spool. |                             |  | 4   | EA       |   |            |
| (Use Reverse and/or Attach Additional Sheets as Necessary)  |                                       |                             |  |   |          |   |            |
| 25. ACCOUNTING AND APPROPRIATION DATA   |                                       |                             |  |   |          | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |            |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA<br><input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA |                                       |                             |  |   |          | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.<br><input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |            |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.    |                                       |                             |  |   |          | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:  |            |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |                                       |                             |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |          |   |            |
| 30b. NAME AND TITLE OF SIGNER (Type or print)   |                                       |                             |  | 30c. DATE SIGNED  |          | 31b. NAME OF CONTRACTING OFFICER (Type or print)  |            |
|   |                                       |                             |  |   |          | Gerald Norris   |            |
|   |                                       |                             |  |   |          | 31c. DATE SIGNED  |            |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|   |                        |                                    |   |                       |
|---|------------------------|------------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE          |                        | 32c. DATE                          | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                               |                       |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    |                        |                                    | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                     |                       |
|   |                        |                                    | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |                       |
| 33. SHIP NUMBER   | 34. VOUCHER NUMBER     | 35. AMOUNT VERIFIED<br>CORRECT FOR | 36. PAYMENT   | 37. CHECK NUMBER      |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                        |                                    | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                       |
| 38. S/R ACCOUNT NUMBER  | 39. S/R VOUCHER NUMBER | 40. PAID BY                        |   |                       |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |                        |                                    | 42a. RECEIVED BY ( <i>Print</i> )   |                       |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                  |                        | 41c. DATE                          | 42b. RECEIVED AT ( <i>Location</i> )  |                       |
|   |                        |                                    | 42c. DATE REC'D (YY/MM/DD)  | 42d. TOTAL CONTAINERS |

**PART I. SF 1449 Continuation:**

**SF1449 BLOCKS 19 - 24:** The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to supply High Pressure Industrial Water (HPIW) Butterfly Valves as required by the Contract Terms and Conditions and Statement of Work. The Government anticipates the award of a firm-fixed priced contract resulting from this solicitation.

**Statement of Work for 24”HPIW Butterfly Valve Procurement****1.0 Background:**

The A-1 Test Stand at Stennis Space Center is preparing to support the RS-25 engine test program and must replace the HPIW diffuser valves.

**2.0 Scope:**

Provide valves per the attached specification:

**3.0 Deliverables:**

Butterfly valves and actuators with limit switches per attached specification:

- 4 ea. – 24” Water Butterfly valve with spool. Valve shall be cleaned to Level Visibly Clean per NASA-RPT-STD-8070-001.
- The valves will be functioning in a Class I, Div. 2, Group B environment as defined by the National Electric Code, Article 500.
- Delivery schedule shall be in accordance with FAR 52.211-9 as specified herein.

**Period of Performance:** The total period of performance shall not exceed sixteen (16) weeks after receipt of order (ARO) and deliveries shall be in accordance with the specified delivery schedule.

**Contract Completion:** This contract shall be considered complete when all items have been delivered and accepted by designated SSC personnel.

**SF1449 BLOCK 15:**

**Ship To:** All requirements herein shall be delivered to the following address **FOB Destination:**

John C. Stennis Space Center (SSC)

Inspection /Final Delivery will be performed at Warehouse Bldg 2204; in addition to ensuring correct quantity and undamaged condition, inspection to include confirmation of receipt of the following: Material Test Reports verifying materials; Clean certification and proper packaging documenting the valves were delivered in required clean condition.

Stennis Space Center, MS 39529-6000

Attn: Jonathan Dickey; 228-688-1856; jonathan.c.dickey@nasa.gov

Reference Solicitation No. NNS13482442R

**SF1449 BLOCK 25: Accounting and Appropriation Data:** To be completed upon contract award.

**PART II. CONTRACT CLAUSES****52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)**

(a) The Government desires delivery to be made according to the following schedule:

**DESIRED DELIVERY SCHEDULE**

| <u>ITEM NO.</u> | <u>QUANTITY</u>                  | <u>DELIVERY</u>                       |
|-----------------|----------------------------------|---------------------------------------|
| 1               | 4 each 24" HPIW Butterfly Valves | 12 Weeks After Receipt of Order (ARO) |

If the offeror is unable to meet the desired delivery schedule, it may, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

**REQUIRED DELIVERY SCHEDULE**

| <u>ITEM NO.</u> | <u>QUANTITY</u>                  | <u>DELIVERY</u> |
|-----------------|----------------------------------|-----------------|
| 1               | 4 each 24" HPIW Butterfly Valves | 16 Weeks ARO    |

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

| <u>ITEM NO.</u> | <u>QUANTITY</u>                  | <u>DELIVERY</u> |
|-----------------|----------------------------------|-----------------|
| 1               | 4 each 24" HPIW Butterfly Valves | ___ Weeks ARO   |

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date the offer will be considered nonresponsive and rejected.

(End of Clause)

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JUN 2013), by reference (see SF 1449 block 27a)**

The following **ADDENDA TO FAR 52.212-4** are incorporated:

**ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS**

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance. Add the following:

(a)(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work. If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties. If the contractor fails to promptly repair or replace nonconforming supplies, or to take the necessary action to ensure future performance in conformity with contract requirements, the government may, by contract or otherwise, repair or replace the nonconforming supplies at contractor's cost.

(a)(2) Inspection and acceptance of the services will be performed at Stennis Space Center, MS, by the B2 Test Stand Project Office.

(c) *Changes...* Replace with the following: *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

(End of Clause)

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

     Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- X (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.



- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
     \_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### **52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

(End of Clause)

#### **A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES (<https://www.acquisition.gov/far/>):**

The following FAR clauses are included by reference:

- 52.204-7 Central Contractor Registration (Dec 2012)
- 52.225-8 Duty-Free Entry. (Oct 2010) Fill In: (g)(4) [NASA's John C. Stennis Space Center, MS (SSC), 001, SSC Office of Procurement]
- 52.247-34 F.O.B. Destination (Nov 1991)

**B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18)  
CLAUSES (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):**

The following NFS clauses are included by reference:

1852.215-84 Ombudsman (Nov 2011)  
1852.219-76 NASA 8 Percent Goal (Jul 1997)  
1852.223-72 Safety and Health (Short Form) (Apr 2002)  
1852.223-75 Major Breach Safety & Security (Feb 2002); Alternate I (Feb 2006)

**PART III: CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

| <u>Attachment No.</u> | <u>Description/Title</u>                                    | <u>Date</u>        | <u>Pages</u> |
|-----------------------|---|--------------------|--------------|
| 1                     | Industrial Water Valve Package<br>Diffuser Butterfly Valves | 07/02/2013         | 12           |
| 2*                    | Part IV and Part V  | See SF1449 Block 6 | 27           |
| 3                     | Contractor's Proposal                                       | _____              | _____        |

NOTE: Contractor's proposal (to exclude company confidential materials) shall be incorporated by reference and deemed to be an attachment to any resulting contract.

\* - Solicitation Provisions and Offeror Representations and Certifications are included for solicitation purposes only. They will be physically removed from any resultant award, but will be deemed to be incorporated by reference in the award.

**PART IV: SOLICITATION PROVISIONS****52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (FEB 2012)**

The following **ADDENDA TO FAR 52.212-1** are incorporated:

**INSTRUCTIONS REGARDING SUBMISSION OF OFFER:**

The following information is to be provided with offeror's proposal and must be submitted no later than the date and time specified on page 1 in Block 8 of the SF 1449. The information requested must be provided for the prime contractor, and, if applicable, significant subcontractors.

\*\*\*Failure to provide any item requested below may render offeror's proposal NON-RESPONSIVE and thereby ineligible for award.\*\*\*

**(A) List of Required Documents** - The following is a list of required documents provided for the Offeror's convenience. There may be other documents, either required or necessary for effective evaluation, which do not appear on this list. It is the offeror's responsibility to ensure that the proposal submitted is complete in every respect and not rely solely on this list to prepare its proposal.

1. Completed SF 1449
2. Technical Quality Section of Proposal
3. Delivery Schedule Section of Proposal
4. Past Performance Section of Proposal
5. Price Section of Proposal
6. Offeror Representations and Certifications (Part V); IAW 52.212-3, Offerors are required to electronically provide Representation and Certifications via the BPN website at <http://orca.bpn.gov> prior to submitting offer or complete the representation and certifications in this solicitation and submit as part of its proposal package
7. Documentation of compliance with veterans reporting requirements
8. Acknowledgment of all amendments, if applicable

**(B) TECHNICAL QUALITY -**

1. Technical Quality information shall include submission of the salient characteristics of the deliverable proposed to demonstrate the degree to which it can satisfy the government's requirement.
2. Offerors are advised that existing product literature may be submitted in lieu of unique technical proposals so long as it conforms to the requirements of the solicitation and contains adequate detail for purposes of evaluation. Information provided must clearly demonstrate the capability of the offeror's proposed product to perform within the environment in which these valves will be required to operate. In particular, documentation provided must demonstrate that the offered product will be able to retain its seat during turbulent valve

operation. Lifecycle cost and maintenance requirements are also a consideration of this requirement and, as such, information provided should include steps required for both preventive and corrective maintenance (e.g. to replace seat or correct a leak).

3. Information provided should be specific, detailed, and complete enough to clearly and fully demonstrate an understanding of the requirements and any risks associated with the objectives of this procurement. It is inadequate to simply state that offeror understands and will comply with the requirements, or to paraphrase the requirements such as: "standard procedures will be employed to..." and "well-known techniques will be used for...". The information provided shall comprehensively explain how offeror proposes to comply with the applicable requirements.

4. Adequate documentation, including proposed cleaning procedure, shall be included in the proposal proving that the cleanliness levels required in the specification can and will be met. In addition, a clear statement is required in the proposal affirming that the required cleanliness level from the NASA RPTSTD 8070-0001 will be met.

#### **(C) DELIVERY SCHEDULE -**

1. Delivery Schedule information shall include documentation that clearly demonstrates the offeror's ability to meet the Government's desired/required delivery schedule.

2. Offerors are advised that proposals offering to exceed the desired/required delivery schedule of this solicitation AND demonstrating the ability to do so will be given a higher rating under this evaluation factor.

#### **(D) PAST PERFORMANCE -**

At a minimum, Past Performance Information (PPI) provided shall include the name(s) and contact information for three (3) of the offeror's most recent (within three years from the offer due date listed on page 1 in Block 8 of the SF1449) and relevant (as outlined in the Federal Acquisition Regulation) references (whether federal, state, or local government or private industry) for the prime contractor, and, if applicable, significant subcontractors. PPI provided should clearly demonstrate the proposed valves' performance in a comparable operating environment. Failure to provide adequate contact information shall result in the reference being given a "neutral" rating.

#### **(E) PRICE -**

1. This procurement is exempt from the requirements of submission or certification of cost or pricing data. However, offeror is to provide a general breakdown of pricing (i.e. labor, equipment, materials, subcontracts, transportation, etc.) sufficient to determine price realism and reasonableness.

2. Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions upon which the price is based. Any assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for an award.

#### **(F) FORMAT -**

1. Proposals shall be clear and concise, and shall include sufficient detail for effective evaluation and substantiation of stated claims. The proposal shall not simply affirm,

rephrase, or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror's product meets the requirements. Offerors shall assume that the Government has no prior knowledge of their products, facilities, or experience, and will base its evaluation only on the information presented in the offeror's proposal. Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired.

2. Signed offer(s) may be submitted electronically via e-mail to [george.r.piccolo@nasa.gov](mailto:george.r.piccolo@nasa.gov), by the date specified on page 1 in Block 8 of the SF 1449.

3. All information and all copies of offer must be submitted no later than the date and time specified on Page 1 in Block 8 of the SF 1449. Proposals that arrive after the prescribed date and time specified for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1(f)(2).

**(G) VIETNAM ERA VETERANS' READJUSTMENT ACT OF 1972 (VEVRAA) -**

1. Federal contracting agencies are prohibited from obligating or expending funds to enter into a contract covered by the VEVRAA with a contractor from which a VETS-100 or VETS-100A Report was required with respect to the previous fiscal year if such contractor did not submit such report (31 U.S.C. 1354). The VEVRAA regulations generally apply to Government contracts entered into on or after December 1, 2003 in the amount of \$100,000 or more; contracts are not aggregated to reach the coverage threshold. Frequently Asked Questions (FAQs) regarding this topic may be found at <http://www.dol.gov/vets/vets-100.html>.

2. Contractors subject to reporting shall submit as verification of reporting compliance a copy of the confirmation notification received upon the successful submission of its VETS-100 and/or VETS-100A report(s).

**(H) QUESTIONS -** Questions regarding the solicitation and/or specifications are encouraged to ensure adequate understanding of the government's requirement. All offeror questions regarding subject solicitation must be submitted no later than 4:30 pm local time (Central) on August 1, 2013. Questions submitted after this date/time will not be accepted. Questions will be accepted via e-mail only to: [george.r.piccolo@nasa.gov](mailto:george.r.piccolo@nasa.gov). Faxed or telephoned questions will not be accepted. In no event shall an offeror's failure to clarify the requirements of the solicitation constitute grounds for a protest before or after award or a claim after contract award.

**(I) PROPOSAL COSTS -** The Government will not pay any offeror for preparation of their proposal.

**(J) TECHNICAL EVALUATION CONTRACTOR SUPPORT -**

1. Offerors are hereby informed that a John C. Stennis Space Center (SSC) onsite Contractor will be providing technical assistance to the NASA proposal evaluation team, and, as such, will require access to offeror's proposal. The SSC Contractor **will not be** evaluating proposals, but will play an integral supporting role in the technical evaluation by providing technical input to be used by the NASA evaluation team. **The final technical evaluation results shall be the responsibility of the NASA Technical Evaluation Team.**

2. By submitting a proposal in response to this solicitation, offeror is acknowledging awareness of this fact. Offeror further acknowledges approval and acceptance of the technical assistance approach identified above and agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement.

**3. Submission of an offer in response to this Request for Proposal (RFP) provides consent for the Government to utilize the proposal in accordance with the technical evaluation procedures identified in paragraph J above.**

(End of Provision)

#### **52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Technical Quality, Delivery Schedule, Past Performance, and Price. See the Addendum to this clause for specific evaluation procedures.

(b) Options. N/A

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

The following **ADDENDUM TO FAR 52.212-2** is incorporated:

#### **(A) COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA**

This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to make an award based on the best combination of price and qualitative merit (*e.g.* Technical Quality, Delivery Schedule, Past Performance, and/or Price) of the proposals submitted and reduce the administrative burden on Offerors and the Government. BVS predefines the value characteristics which will serve as discriminators among proposals. BVS evaluation is based on the premise that, if all proposals are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts) or the lowest most probable cost (cost type contracts). However, the Government may consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government may consider making award to an Offeror whose quote has lower qualitative merit if the price (or cost) differential between it and other offers warrants doing so.

## (B) EVALUATION CRITERIA

a. The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of Technical Quality, Delivery Schedule, Past Performance, and Price. Therefore, subjective judgment by the government is implicit in the evaluation process. **Technical Quality and Delivery Schedule are of equal importance and, when combined, are significantly more important than Past Performance or Price.** If offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made without conducting discussions.

b. Once all responses have been gathered, proposals will be qualitatively evaluated by team members using the below value characteristics. These value characteristics are performance-based and permit evaluation of the proposal, which provides better results for a reasonable marginal increase in price. All proposals will be judged against these value characteristics.

## (C) EVALUATION PROCESS

The Government will evaluate proposals in two general steps:

**Step One** -- An initial evaluation will be performed to determine if all required information has been provided and the Offeror has presented a responsive proposal. Offeror may be contacted only for clarification purposes during the initial evaluation. Should a proposal be determined nonresponsive, the offeror shall be notified that their proposal has been rejected and the reasons therefore, and the proposal shall be excluded from further consideration.

Otherwise responsive proposals containing a significant variance in price from the government's estimate may be immediately removed from further consideration if there is no expectation that an award can be made at a fair and reasonable price, as it would be detrimental to the public interest to pay more than fair market price.

**Step Two** -- All responsive proposals will be evaluated against the specifications/statement of work and the value characteristics identified herein. Based on this evaluation, the Government has the option, depending on the specific circumstances of the proposals received, to utilize one of the following methods: **(1) Make selection and award without discussions, (preferred method)**; or **(2) after establishment of the competitive range, hold discussions with all finalists and afford each Offeror an opportunity to revise its proposal, and then make selection based upon an evaluation of the revised proposals.**

Offerors are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

References other than those provided by the offeror may be contacted and their comments considered during the evaluation process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

## (D) VALUE CHARACTERISTICS



Listed below are the value characteristics that will be utilized in the evaluation of each proposal. Each value characteristic is further defined to explain the rating that each offeror will receive. Documentation insufficient to make a definitive determination regarding these characteristics may negatively impact the score received.

- a) Technical Quality - The government will evaluate the information provided by the offeror in response to this solicitation as well as to what extent proposal is in compliance with the solicitation requirements and how closely the proposed product meets the Government's requirements. Each offeror's proposed product's capabilities will be evaluated and assigned one of the following ratings:

| <u>RATING</u>  | <u>DEFINITION</u>                  | <u>STANDARD</u>  |
|----------------|------------------------------------|--|
| Outstanding    | Substantially exceeds requirements | Offeror proposed a superior product to meet the requirements of the solicitation with specific, detailed, complete, and clear logic that fully demonstrates an in-depth understanding of the requirements. The information provided was comprehensive and clearly explains how offeror's product exceeds compliance with the Statement of Work and Valve Data Sheets, and there is no doubt it will perform within the required operating environment. Lifecycle cost and maintenance requirements are highly desirable.                                   |
| Above Average  | Somewhat exceeds requirements      | Offeror proposed a good product to meet the requirements of the solicitation with complete and clear logic, which demonstrates a complete understanding of the requirements and any risks associated with the objectives of this procurement. The information provided was detailed and completely explains how offeror's product is fully in compliance with the Statement of Work and Valve Data Sheets, and there is little doubt it will perform within the required operating environment. Lifecycle cost and maintenance requirements are desirable. |
| Satisfactory   | Meets requirements                 | Offeror proposed an acceptable product to meet the requirements of the solicitation with reasonable detail, which demonstrates offeror possesses an understanding of the requirements. The information provided was sufficient to explain how offeror's product is in basic compliance with the Statement of Work and Valve Data Sheets, but there is some doubt it will perform within the required operating environment. Lifecycle cost and maintenance requirements are acceptable.  |
| Marginal       | Barely meets requirements          | Offeror proposed an inferior product to meet the requirements of the solicitation, which demonstrates offeror has limited understanding of the requirements. The information provided indicated that the offeror's product barely complies with the Statement of Work and Valve Data Sheets and there is doubt that it will perform within the required operating environment. Lifecycle cost and maintenance requirements are undesirable.  |
| Unsatisfactory | Does not meet requirements         | Offeror failed to propose an acceptable product to meet the requirements of the solicitation, which demonstrates offeror has very limited understanding of the requirements. The information provided indicated that the offeror's product fails to comply with  |

| <u>RATING</u> | <u>DEFINITION</u> | <u>STANDARD</u>   |
|---------------|-------------------|---|
|               |                   | the Statement of Work and Valve Data Sheets and there is significant doubt it will perform within the required operating environment. Lifecycle cost and maintenance requirements are unacceptable. |

- b) Delivery Schedule - The government will evaluate to what extent the offeror's proposed schedule meets the government's needs as specified in the solicitation as well as the reasonableness of the schedule proposed and the relative capability of the offeror to effectively meet the proposed schedule. Each offeror's proposed Delivery Schedule will be evaluated and assigned one of the following ratings:

| <u>RATING</u>  | <u>DEFINITION</u>                  | <u>STANDARD</u>   |
|----------------|------------------------------------|---|
| Outstanding    | Substantially exceeds requirements | Offeror's proposed delivery schedule substantially exceeds the Government's desired/required delivery schedule per FAR 52.211-9. The proposal includes specific, detailed, complete, and clear logic that clearly demonstrates the offeror's ability to significantly exceed the proposed schedule. |
| Above Average  | Somewhat exceeds requirements      | Offeror's proposed delivery schedule somewhat exceeds the Government's desired/required delivery schedule per FAR 52.211-9. The proposal includes complete and clear logic that demonstrates the offeror's ability to exceed the proposed schedule.   |
| Satisfactory   | Meets requirements                 | Offeror's proposed delivery schedule meets the Government's desired/required delivery schedule per FAR 52.211-9. The proposal includes reasonable detail that was sufficient to demonstrate the offeror's ability to meet the proposed schedule.  |
| Marginal       | Barely meets requirements          | Offeror's proposed delivery schedule barely meets the Government's desired/required delivery schedule per FAR 52.211-9. The proposal did not include detail adequate to demonstrate the offeror could meet the proposed schedule.   |
| Unsatisfactory | Does not meet requirements         | Offeror's proposed delivery fails to meet the Government's desired/required delivery schedule per FAR 52.211-9. The proposal indicated that the offeror could not meet the proposed schedule.   |

- c) Past Performance - The government will evaluate past and present performance, giving consideration to the relevance of the work performed and the quality of performance indicated, to assess the relative capability of the offeror to effectively accomplish the requirements of this contract. For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) may be considered. The lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage or disadvantage of the Offeror. Each offeror's past performance will be evaluated and assigned one of the following ratings:

| <u>RATING</u>                 | <u>DEFINITION</u>   | <u>STANDARD</u>  |
|-------------------------------|---|--|
| Very High Level of Confidence | One or more significant strengths exist. No significant weaknesses exist.   | The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary product performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall product performance. It clearly demonstrates the proposed valves' performance in an equivalent operating environment. Based on the offeror's products' performance record, there is a very high level of confidence that the offeror's proposed product will successfully meet the required standards.  |
| High Level of Confidence      | One or more significant strengths exist. Strengths outbalance any weakness. | The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective product performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall product performance. It fully demonstrates the proposed valves' performance in a highly comparable operating environment. Based on the offeror's products' performance record, there is a high level of confidence that the offeror's proposed product will successfully meet the required standards.          |
| Moderate Level of Confidence  | There may be strengths or weaknesses or both.                               | The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective product performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall product performance. It demonstrates the proposed valves' performance in a somewhat comparable operating environment. Based on the offeror's products' performance record, there is a moderate level of confidence that the offeror's proposed product will successfully meet the required standards.  |
| Neutral                       | No record exists or the contractor has no past performance to report.       |  |
| Low Level of Confidence       | One or more weaknesses exist. Weaknesses outbalance strengths.              | The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and its products meet or slightly exceed minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall product performance. It does not demonstrate the proposed valves' performance in a somewhat comparable operating environment. Based on the offeror's products' performance record, there is a low level of confidence that the offeror's proposed product will successfully meet the required standards. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. |
| Very Low Level of Confidence  | One or more deficiencies or significant weaknesses exist.                   | The offeror's relevant past performance does not meet minimum acceptable standards in one or more product performance areas; remedial action required in one or more product performance areas; problems in one or more product performance areas which adversely affect overall product performance. It fails to  |

|  |  |  |
|--|--|--|
|  |  | demonstrate the proposed valves' performance in a marginally comparable operating environment. Based on the offeror's products' performance record, there is a very low level of confidence that the offeror's proposed product will successfully meet the required standards. |
|--|--|--|

d) **Price** - The government will evaluate offeror's proposed price for reasonableness and realism in accordance with FAR 15.4 and for determining best value to the Government. Price will be evaluated via price analysis. The analytical techniques and procedures described in FAR 15.404 may be used, singly or in combination with others, to ensure the final price is fair and reasonable. (End of Provision)

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Provision)

#### **A. FEDERAL ACQUISITION REGULATION (FAR) (48CFR CHAPTER 1) PROVISIONS (<https://www.acquisition.gov/far/>):**

The following FAR provisions are included by reference:

- 52.216-1 Type of Contract (Apr 1984) Fill In: Firm Fixed Price (FFP)
- 52.233-2 Service of Protest (Sep 2006) Fill In: (John C. Stennis Space Center, Office of Procurement/DA00, Bldg 1100, Rm 251H, Stennis Space Center, MS 39529-6000)

#### **B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) PROVISIONS**

**(<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):**

The following NFS provision is included by reference:

- 1852.233-70 Protest to NASA (Oct 2002)

**PART V: OFFEROR REPRESENTATIONS AND CERTIFICATIONS****52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ **has** ☐ **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in -
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (DEC 2012), ALTERNATE I (APR 2011)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;

- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section

203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business



operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged

Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business

concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report

regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation

entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

*[List as necessary]*

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

*[List as necessary]*

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |

|  |  |
|--|--|
|  |  |
|--|--|

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

#### Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
|                |                    |
|                |                    |
|                |                    |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and



(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
|                     |                             |
|                     |                             |
|                     |                             |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the

offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

## **52.225-18 PLACE OF MANUFACTURE (SEP 2006)**

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); *or*
- (2) ☐ Outside the United States.

(End of Provision)